

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF FLAGSTAFF

THIS AGREEMENT is entered into 10 July, 1999, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF FLAGSTAFF, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401, 9-240 and 11-952 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and 11-952 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to a traffic interchange reconstruction project at I-17/I-40 (to include minor associated improvements to Lake Mary Road and Beulah Blvd. (SR-89A), within the City of Flagstaff, Coconino County, Arizona contemplated by the State, at a currently estimated cost of \$1,800,000.00, the City has requested the State to design and relocate a 30" waterline and install an iron sleeve during construction, at a currently estimated cost of \$110,000.00 for design, construction, testing and disinfection of the waterline, all at City expense. The State and the City have agreed that upon completion of the State's project the State will abandon ownership jurisdiction and maintenance responsibility for SR-89A from McConnell Circle (Station 7392+61.59) to the entrance to the Mountain Dell subdivision (Station 571+50) from the State to the City.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

=====

NO. 23394  
Filed with the Secretary of State  
Date Filed: 07/16/99  
Betsy Gayless  
Secretary of State

By Vicky D. Greenwood

II. SCOPE

## 1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for the project, suitable for construction bidding and construction. Incorporate or resolve City review comments.

b. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State on the State's project.

c. Within 30 days after project completion, provide the City mylar "as built" drawings for the project, and invoice the City for the reasonable direct actual cost of the relocation of the City waterline and sleeve, in an amount currently estimated at \$110,000.00.

d. Upon completion of the project improvements, and upon approval of and by resolution of the Transportation Board, abandon ownership jurisdiction and maintenance responsibility for SR-89A from McConnell Circle (Station 7392+61.59) to the entrance to the Mountain Dell subdivision (Station 571+50), from the State to the City.

e. Retain ownership and maintenance responsibility of the interstate structures and ramps within the project station limits.

## 2. The City will:

a. Provide the State a temporary construction easement for street and box culvert construction on City owned property as depicted on Exhibit B. Review the design documents and provide comments.

b. Within 30 days after receipt of an invoice, pay the State for the reasonable direct actual cost of the City waterline relocation, plus 10 percent construction engineering, in an amount currently estimated at \$110,000.00. Be responsible for any contractor claims for extra compensation attributable to the City related to the waterline relocation.

c. Upon completion and acceptance of the project by the State, and upon approval of and by ordinance or resolution of the City Council, accept ownership jurisdiction and maintenance responsibility for SR-89A from McConnell Circle (Station 7392+61.59) to the entrance to the Mountain Dell subdivision (Station 571+50). Grant the State an easement to Beulah (SR-89A) for structure and ramp maintenance purposes.

d. Waive the requirements of Arizona Revised Statutes Section 28-7209 (formerly ARS 28-106).

e. Fulfill the obligations set forth in that certain agreement between the State and the City known as JPA 91-65, dated 8 December 1992, a copy of which is attached hereto as Exhibit A and made a part hereof

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said improvements and abandonment; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance under this agreement, upon thirty (30) days written notice to the other party.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Flagstaff  
City Manager  
211 West Aspen Avenue  
Flagstaff, AZ 86001-5399

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF FLAGSTAFF

STATE OF ARIZONA  
Department of Transportation

By *Rita Johnson*  
CHRISTOPHER J. BAVASI  
Mayor

By *William Higgins*  
WILLIAM J. HIGGINS  
Deputy State Engineer

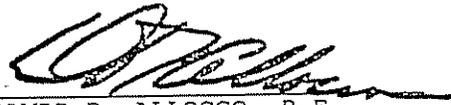
ATTEST

By *Carolyn Jagger*  
CAROLYN JAGGER  
City Clerk

RESOLUTION

BE IT RESOLVED on this 9th day of February 1999, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Flagstaff for the purpose of defining responsibilities for constructing improvements to the I-17/I-40 traffic interchange and Lake Mary Road/Beulah Blvd. and the transfer of ownership and maintenance jurisdiction for portions of SR-89A from the State to the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

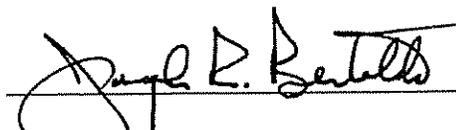


DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group  
for Mary E. Peters, Director

APPROVAL OF THE FLAGSTAFF CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF FLAGSTAFF and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 29<sup>th</sup> day of June, 1999.

  
\_\_\_\_\_  
City Attorney

A. G. Contract No. KR911070IRD  
ECS File: JPA 91-65  
Project: M-951-5-702  
Section: US89A - McConnell Circle  
North beneath I-40

RECEIVED

MAR 26 1997

ENGINEERING

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF FLAGSTAFF

THIS AGREEMENT is entered into 8 December, 1992, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF FLAGSTAFF, acting by and through its City Council (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter Article 1, Section 3 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to recent improvements to US-89A, the State and the City desire to define their respective jurisdiction and maintenance responsibilities within the access control area of McConnell Circle North and beneath the I-40 bridge structure over US-89A, from approximately Station 571+50 to 7392+61.59, more or less, and between station 7260+00 and 7261+00, more or less, generally as shown on Exhibit A, pages A-1 through A-8, which is attached hereto and made a part hereof.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. <u>11725?</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>12/08/92</u>
<u>Richard H. Shoups</u> Secretary of State
By <u>[Signature]</u>

## II. SCOPE OF WORK

### 1. The State will:

- a. Retain fee title to the right of way involved.
- b. Be responsible for maintenance of the concrete box culvert between Station 495+50 and 496+50, generally as shown on Exhibit A, pages A-1 and A-2.
- c. Convert three (3) luminaires at University Heights Drive N. and Lake Mary Road from 480V ADOT service to 240V by installing new service from Arizona Public Service pedestal to the luminaire circuit.

### 2. The City will:

- a. Provide maintenance to the pavement structure and guardrail located between approximately 495+50 and 496+50, generally as shown on Exhibit A, pages A-1 and A-2.
- b. Provide maintenance to US-89A in the vicinity of Mountain Dell subdivision turnout, from Station 571+50 under its I-40 bridge overpass structure to Station 7392+61.59 McConnell circle North, generally as shown on Exhibit A, pages A-5 to A-7.
- c. Provide maintenance to McConnell Circle North from US-89A to Station 7401+75, generally as shown on Exhibit A.
- d. Acknowledge jurisdiction for and provide maintenance to the access road (Huffer Lane) and that portion of McConnell Circle North from Station 7401+75 to Station 7404+50, generally as shown on Exhibit A, page A-7.
- e. Accept ownership and maintenance responsibility for the luminaires at University Heights Drive North and Lake Mary Road.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party or other competent authority; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time by providing ninety days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Room 222E Mail Drop 616E  
Phoenix, AZ 85007

City of Flagstaff  
City Manager  
211 West Aspen Avenue  
Flagstaff, AZ 86001

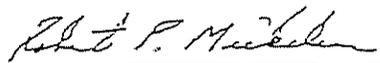
7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF FLAGSTAFF

STATE OF ARIZONA  
Department of Transportation

By   
CHRISTOPHER BAVASI  
Mayor

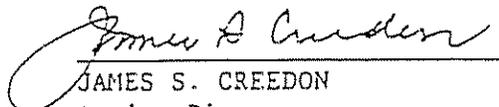
By   
ROBERT P. MICKELSON  
Deputy State Engineer

JPA 91-65

RESOLUTION

BE IT RESOLVED on this 31st day of May 1991, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Flagstaff for the purpose of defining jurisdiction and maintenance responsibility for roadway and drainage improvements to an area with the access control area of McConnell Circle North (US-89A & Milton Road).

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

  
\_\_\_\_\_  
JAMES S. CREEDON  
Acting Director  
Arizona Department of  
Transportation

1203j/2

RESOLUTION NO. 1791

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF FLAGSTAFF FOR THE MAINTENANCE OF THE PORTION OF U.S. HIGHWAY 89-A WITHIN THE CITY LIMITS.

WHEREAS, the State of Arizona has, by resolution of the Arizona Transportation Board, abandoned a portion of U.S. Highway 89-A right-of-way to the City of Flagstaff; and

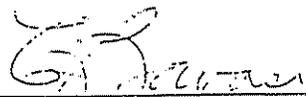
WHEREAS, the State Department of Transportation has prepared an intergovernmental agreement between the State and the City whereby the City would assume the responsibility for maintenance of the abandoned roadway identified within that agreement; and

WHEREAS, the State is empowered by Arizona Revised Statutes §28-108, and the City is empowered by Arizona Revised Statutes and by Article I, Section 3 of the Flagstaff City Charter to enter into an agreement that has been proposed by the State to define the responsibilities of the City for the maintenance of the specified roadway, and for the responsibilities of the State in regard to its continued maintenance of items identified in the agreement that are adjacent to the roadway and for the conversion of specified lighting fixtures to meet the requirements of the City prior to the City's assuming the responsibility for their maintenance;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: The intergovernmental agreement prepared by the State for State Project No. M-951-5-702 for the maintenance of the section of U.S. 89-A known as "McConnell Circle North Beneath I-40", legally described in Exhibit "A" to the agreement is hereby accepted and approved, and the Mayor is authorized and directed to execute the agreement on behalf of the City of Flagstaff.

PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff, this 4th day of August, 1992.

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

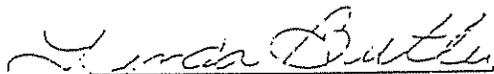
APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY

CERTIFICATION

I, LINDA BUTLER, City Clerk of the City of Flagstaff, Arizona, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 1791, adopted by the Flagstaff City Council at their Meeting held August 4th, 1992.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official Seal of the City of Flagstaff, this 11th day of August, 1992.

  
\_\_\_\_\_  
CITY CLERK

(SEAL)

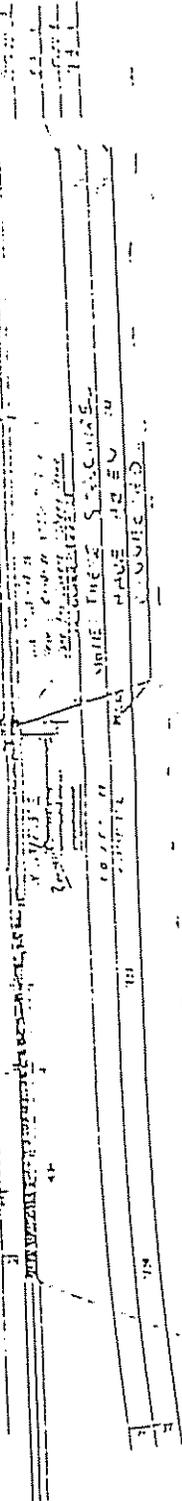
SRDES JCT - FLAGSTAFF HWY.  
COCOONHO COUNTY

US HIGHWAY 89 A GRADE CHANGE

30' SCALE

C 101  
10' GRADE CHANGE  
10' GRADE CHANGE  
10' GRADE CHANGE

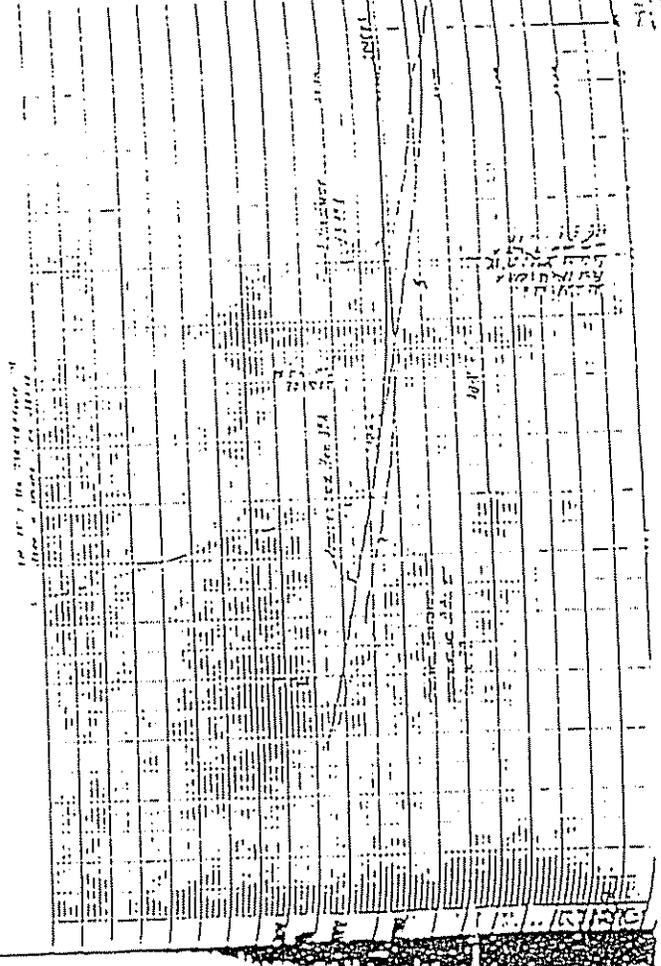
10' GRADE CHANGE  
10' GRADE CHANGE



27' SCALE  
30' SCALE

STA. 7256+00 US 89A  
END GRADE CHANGE

STA. 7251+00 US 89A  
BEGIN GRADE CHANGE



EDUC  
100'



Section	1	2	3	4
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				

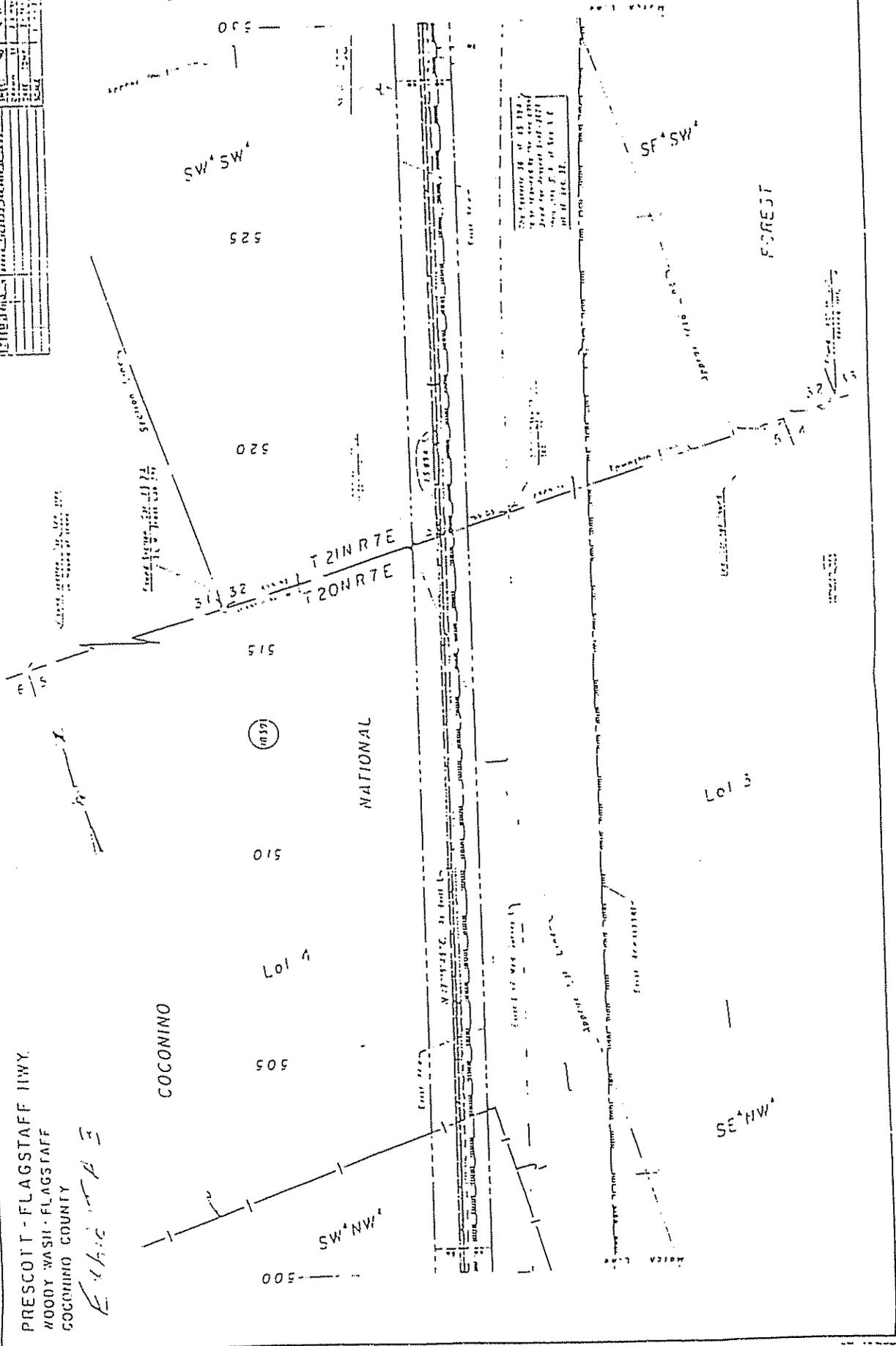
PRESCOTT - FLAGSTAFF HWY.  
 WOODY WASH - FLAGSTAFF  
 COCONINO COUNTY

*ELIAC A E*

COCOONINO

NATIONAL

FOREST



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

PRESCOTT - FLAGSTAFF HWY.  
 WOODY WASH - FLAGSTAFF  
 COCONINO COUNTY

*Exhibit A-4*

COCONINO

121A N. RTE  
 SW<sup>4</sup>NW<sup>4</sup>

555

550

545

540

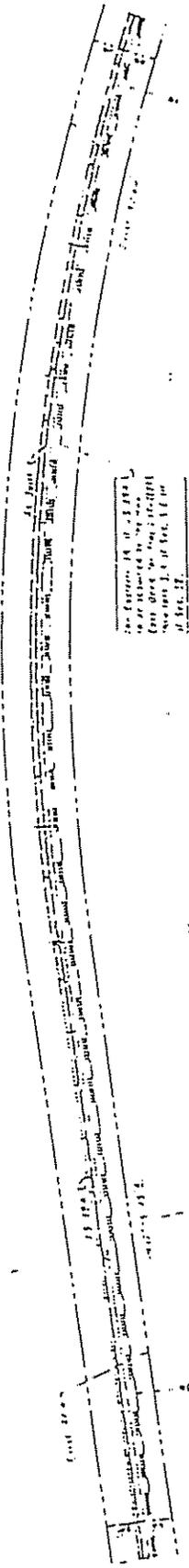
NW<sup>4</sup>SW<sup>4</sup>

535

530

649

NATIONAL



The portion of the tract shown in this diagram is the same as that shown in the diagram of the tract of 1/4 Sec. 14 of T. 14 N. R. 12 E.

The portion of the tract shown in this diagram is the same as that shown in the diagram of the tract of 1/4 Sec. 14 of T. 14 N. R. 12 E.

FOREST

SW<sup>4</sup>NW<sup>4</sup>

SW<sup>4</sup>NE<sup>4</sup>

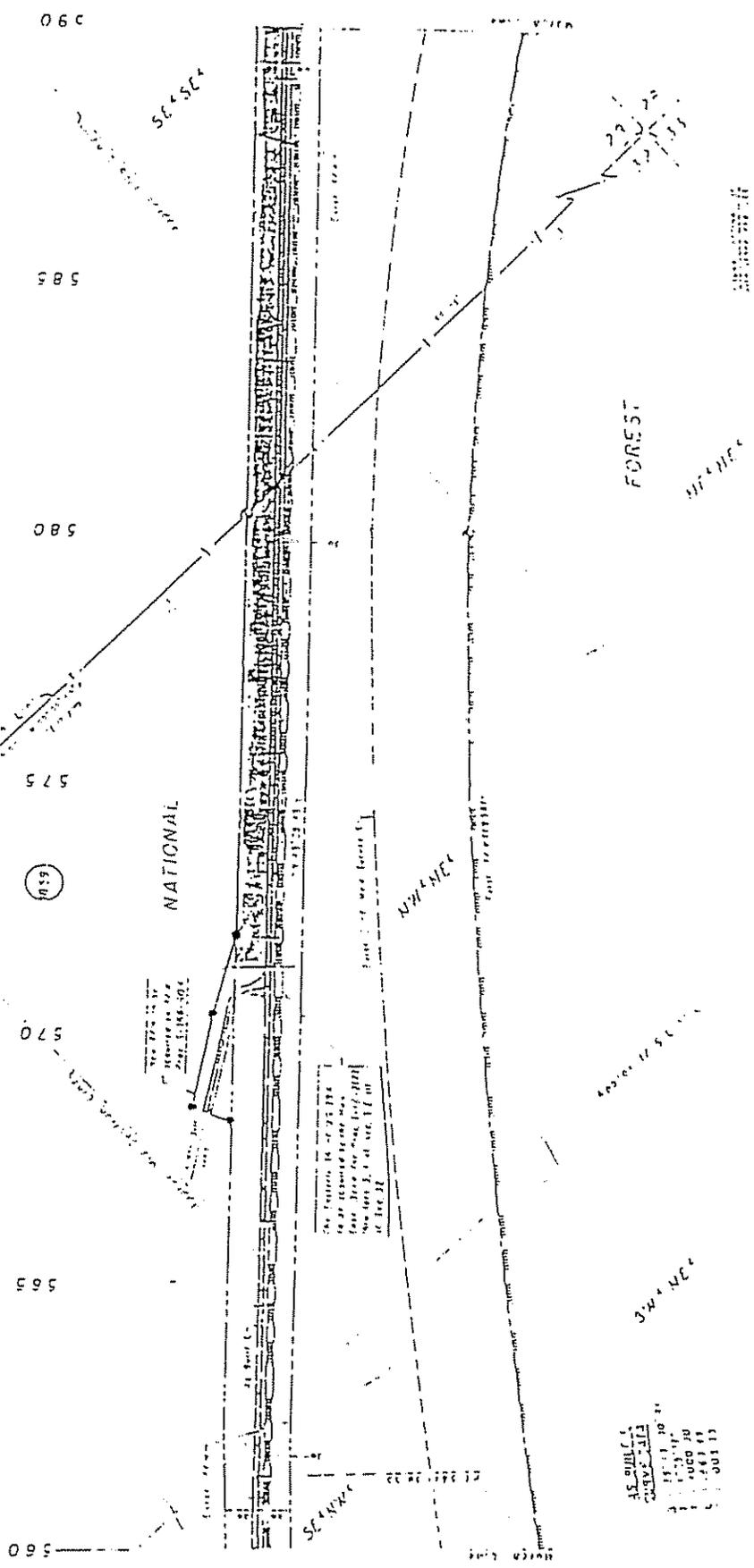
NE<sup>4</sup>SW<sup>4</sup>

SE<sup>4</sup>SW<sup>4</sup>

DATE	1-1-54
BY	W. J. ...
PROJECT	...
SCALE	1" = 200'

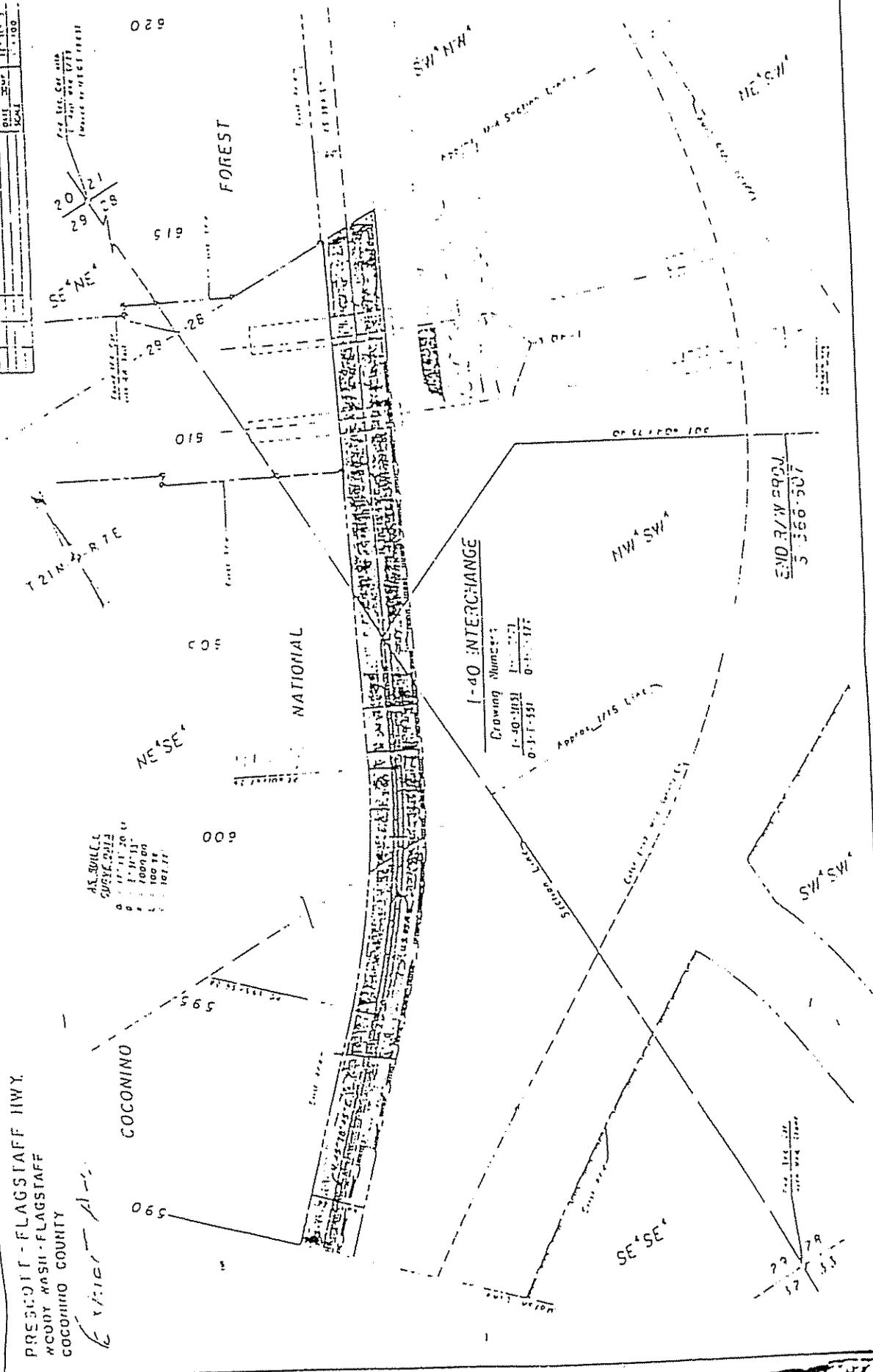
PRESCOTT - FLAGSTAFF HWY.  
 WOODY WASH - FLAGSTAFF  
 COCONINO COUNTY

*Exhibit A-5*



AS BUILT  
 1954  
 1955  
 1956  
 1957  
 1958

OWNER	1-19-1911
DATE	1-19-1911
PLAT	1-19-1911
BOOK	1-19-1911
PAGE	1-19-1911
SECTION	1-19-1911
TOWNSHIP	1-19-1911
RANGE	1-19-1911
COUNTY	1-19-1911
STATE	1-19-1911



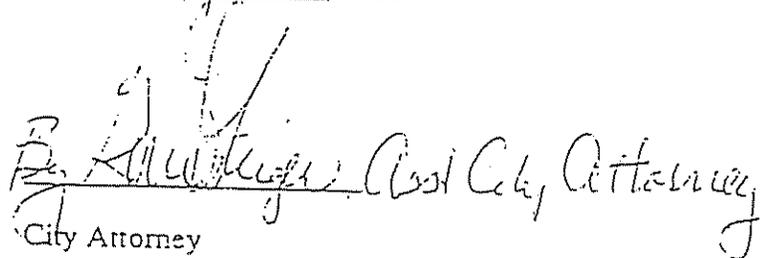




APPROVAL OF THE FLAGSTAFF CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF FLAGSTAFF and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 23rd day of September, 1992.

  
B. H. Williams, Asst. City Attorney  
City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

GRANT WOODS  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR91-1070-TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

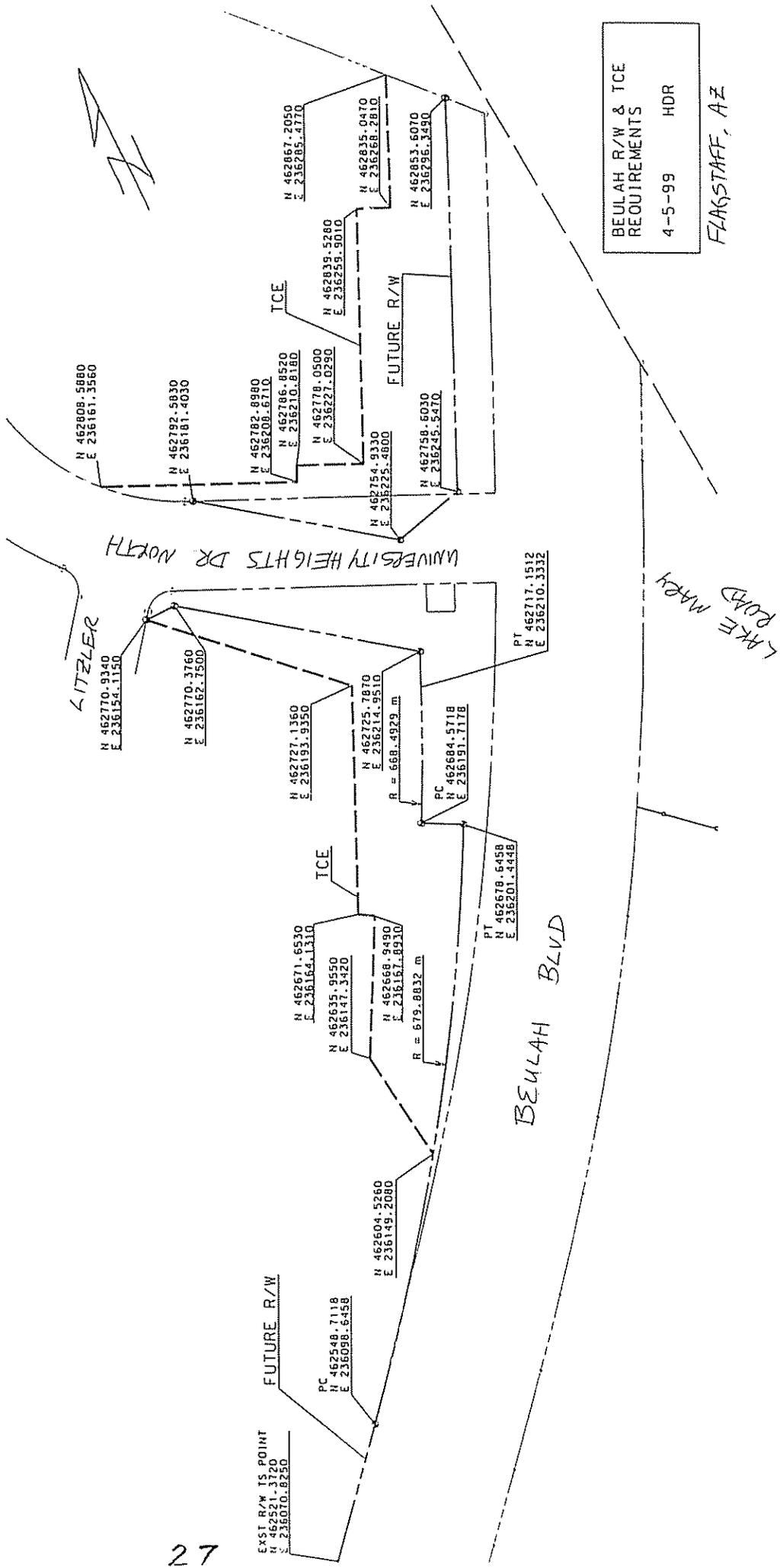
No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 2<sup>nd</sup> day of December, 1992.

GRANT WOODS  
Attorney General

JAMES H. REDPATH  
Assistant Attorney General  
Transportation Section

7738G/35

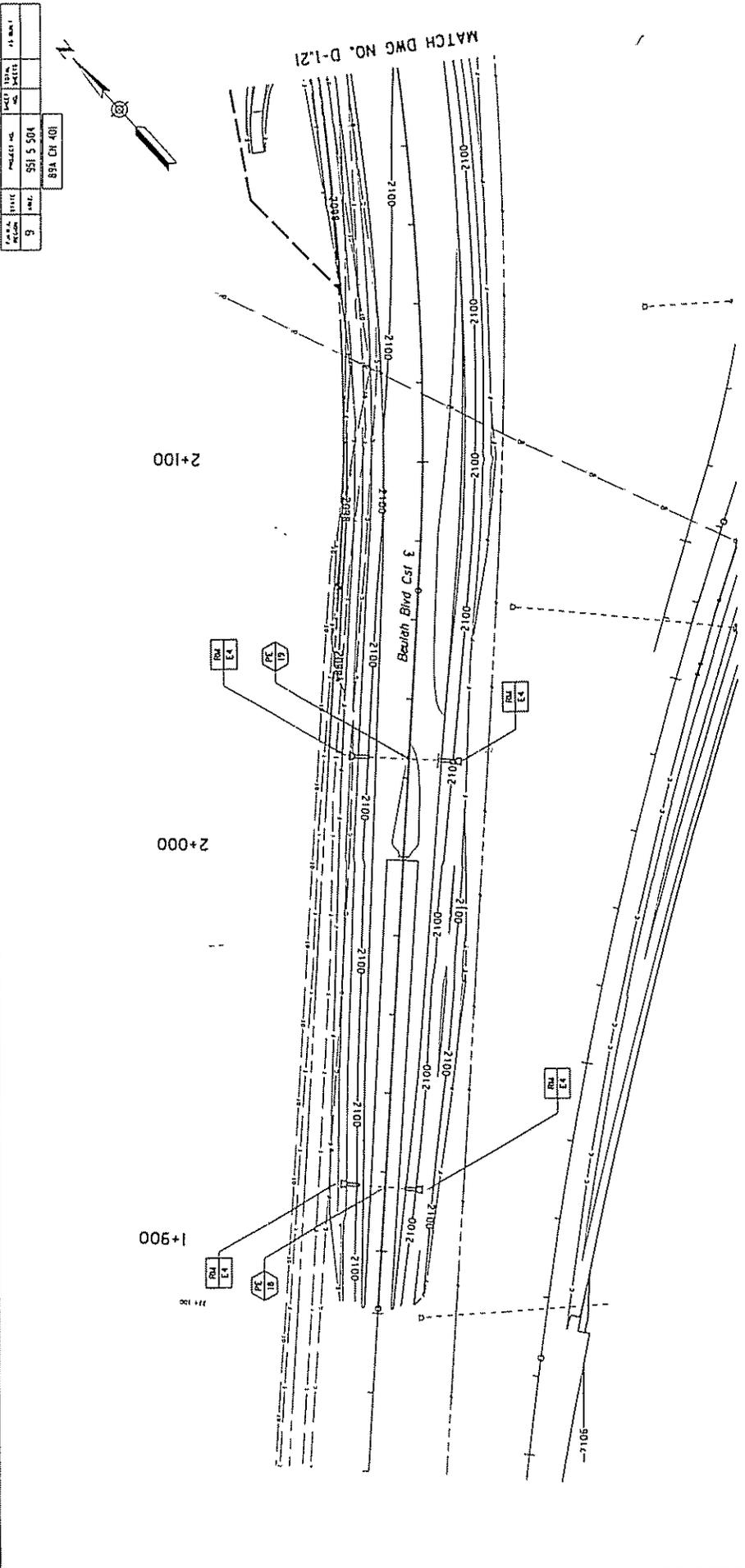


ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION		PROJECT NO. 95 5 504	
BEULAH BLVD GRADING & DRAINAGE PLAN STA. 2+000 TO 2+200		DRAWING NO. D-1.21	
US89A LAKE MARY RD / BEULAH BLVD INTERSECTION		95 5 504	
TRACS NO. H 5298 OIC		58 OF 103	

CALL FOR STAKE-IT  
1-800-STAKE-IT  
263-1100  
(AZONIAN MOUNTAIN CORP.)

SWPPP Symbol. See DWGS D-3.8 thru D-3.12

RM 3.3



DATE	BY	CHKD	APP'D
9	AVZ		
PROJECT NO. 95 5 504			
89A CH 401			

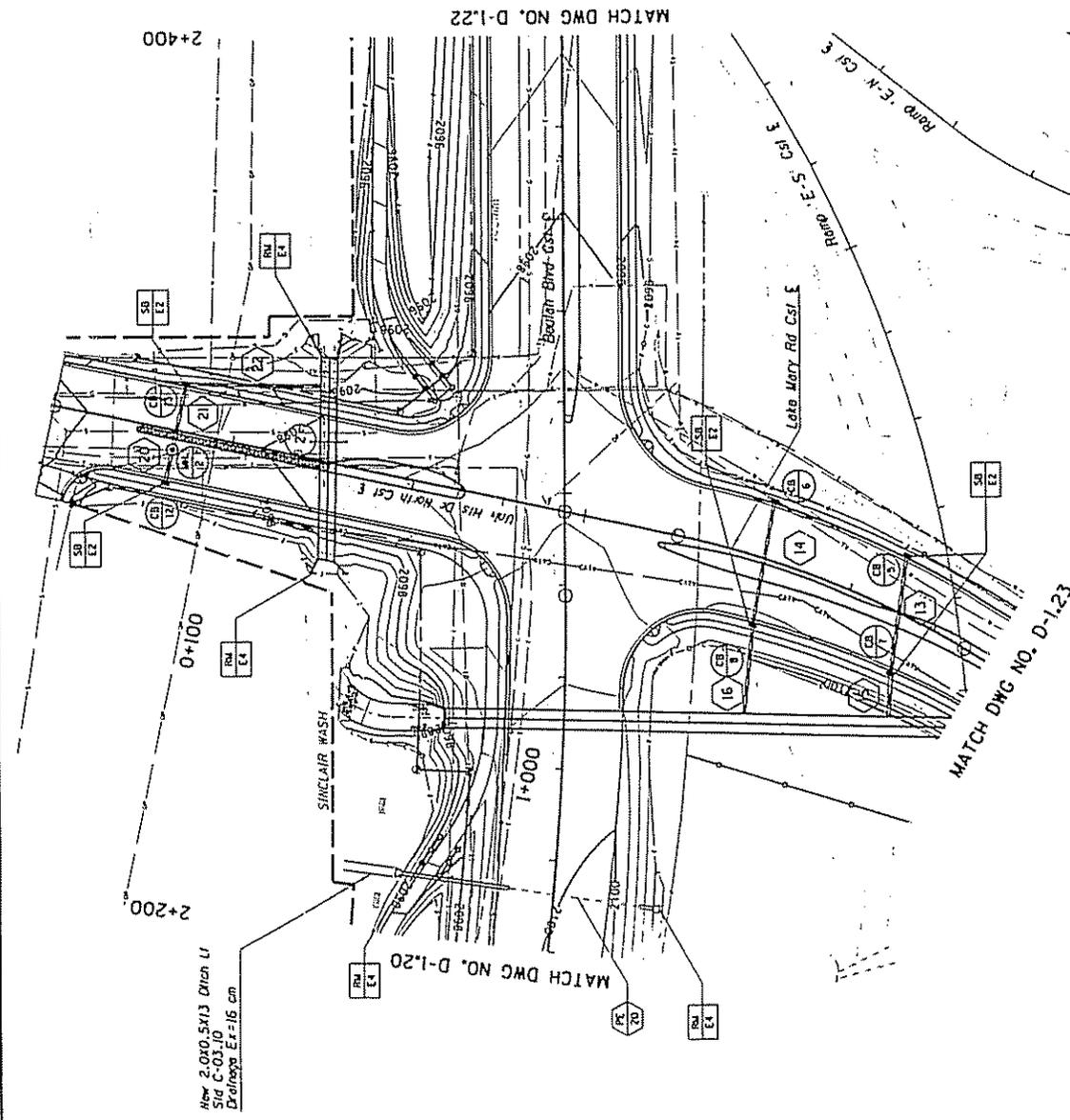
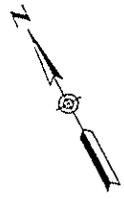
VIA MAIL

DATE	BY	CHKD	APP'D

ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION	
DATE: 06/19/03	DATE: 06/19/03
BY: [Signature]	BY: [Signature]
PROJECT NO. 951 S 504	PROJECT NO. 951 S 504
STATE: AZ	STATE: AZ
CITY: PHOENIX	CITY: PHOENIX
CONTRACT NO. 89A CH 401	CONTRACT NO. 89A CH 401
BEULAH BLVD GRADING & DRAINAGE PLAN STA. 2+200 TO 2+400	
LAKE MARY RD / BEULAH BLVD INTERSECTION	
US89A	LAKE MARY RD / BEULAH BLVD INTERSECTION
TRACS NO. H 5298 01C	95 5 504
51 OF 23	

283-1100  
1-800-STAKE-IT  
INTEGRAL MAPS&SURVEYING

DATE	BY	PROJECT NO.	SHEET NO.	TOTAL SHEETS	DATE
06/19/03	[Signature]	951 S 504	1	1	06/19/03
89A CH 401					



DATE	BY	CHKD	APP'D
06/13	06/13	06/13	06/13
06/13	06/13	06/13	06/13
06/13	06/13	06/13	06/13

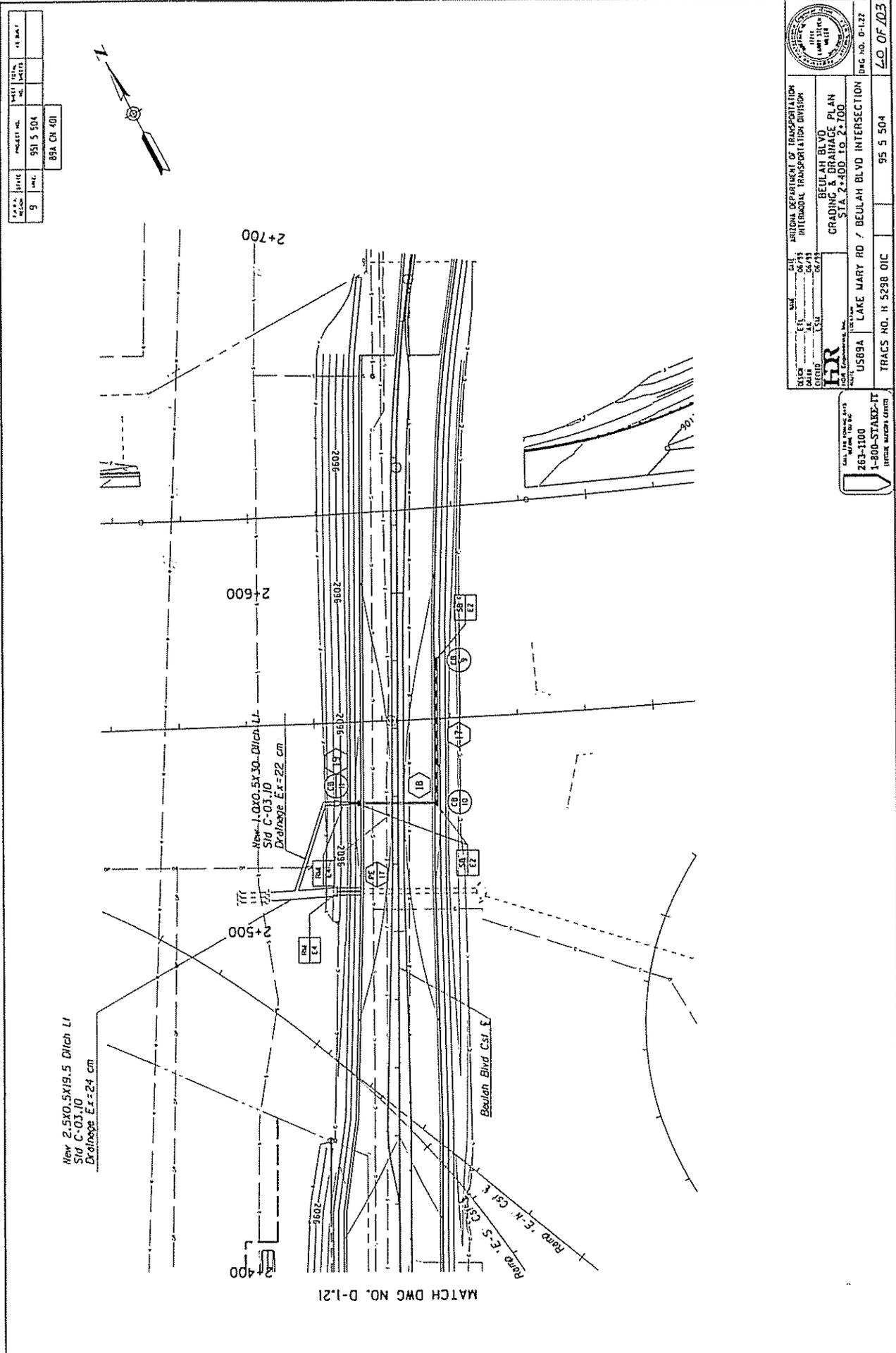
REGIONAL DEPARTMENT OF TRANSPORTATION  
INTERMODAL TRANSPORTATION DIVISION

BEULAH BLVD  
GRADING & DRAINAGE PLAN  
S.T.A. 2+400 TO 2+700

US89A LAKE MARY RD / BEULAH BLVD INTERSECTION  
TRACS NO. B 5298 OIC 95 S 504

DWG NO. D-1-22  
1 OF 103

263-1100  
1-800-STAKE-IT  
LITTLE ROCK, ARK.

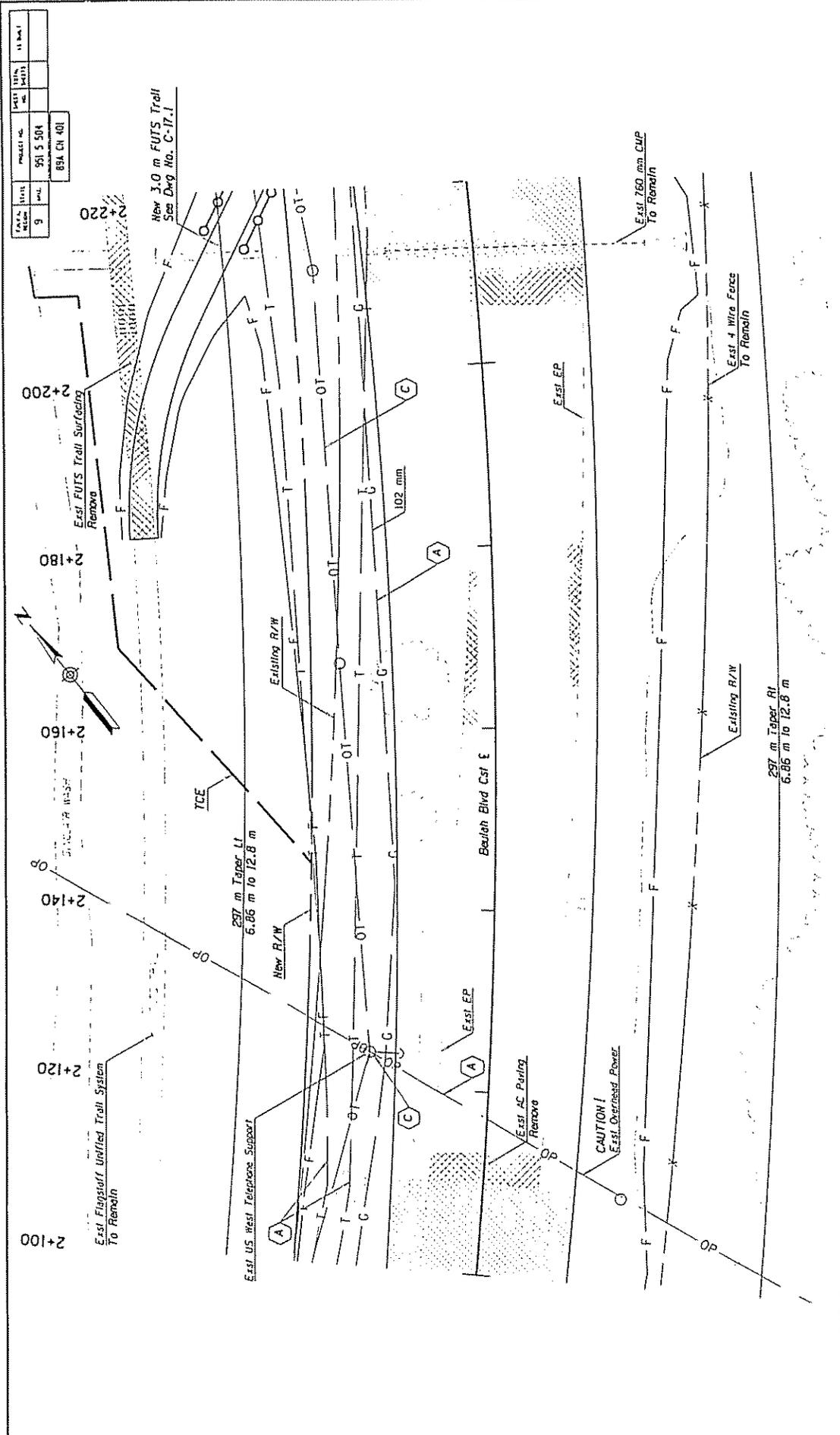






ARIZONA DEPARTMENT OF TRANSPORTATION  
 INTERMODAL TRANSPORTATION DIVISION  
 BEULAH BOULEVARD  
 PLAN SHEET  
 STA. 2+100 TO 2+220  
 US09A LAKE MARY ROAD/BEULAH BLVD INTERSECTION  
 TRACS NO. II 5298 OIC 951 5 504

DATE: 06/79  
 DRAWN BY: 06/79  
 CHECKED BY: 06/79  
 PROJECT NO.: 951 5 504  
 SHEET NO.: 89A CN 401



**NOTES:**  
 1. All Dimensions are to Edge of Pavement  
 2. See Signing Plans for Sign Removals

**UTILITY LEGEND**  
 (A) To Remain in Service  
 (B) Abandon in Place  
 (C) Remove by Utility Company  
 (D) Remove by Contractor

DATE	11/15	PROJECT NO.	951 5 504	SHEET NO.	11
SCALE	AS SHOWN	DATE	06/79	PROJECT NO.	951 5 504
BY		DATE	06/79	SHEET NO.	11
CHECKED BY		DATE	06/79	PROJECT NO.	951 5 504
PROJECT NO.	951 5 504	SHEET NO.	11	PROJECT NO.	951 5 504
DATE	06/79	DATE	06/79	PROJECT NO.	951 5 504

951 5 504 89A CN 401

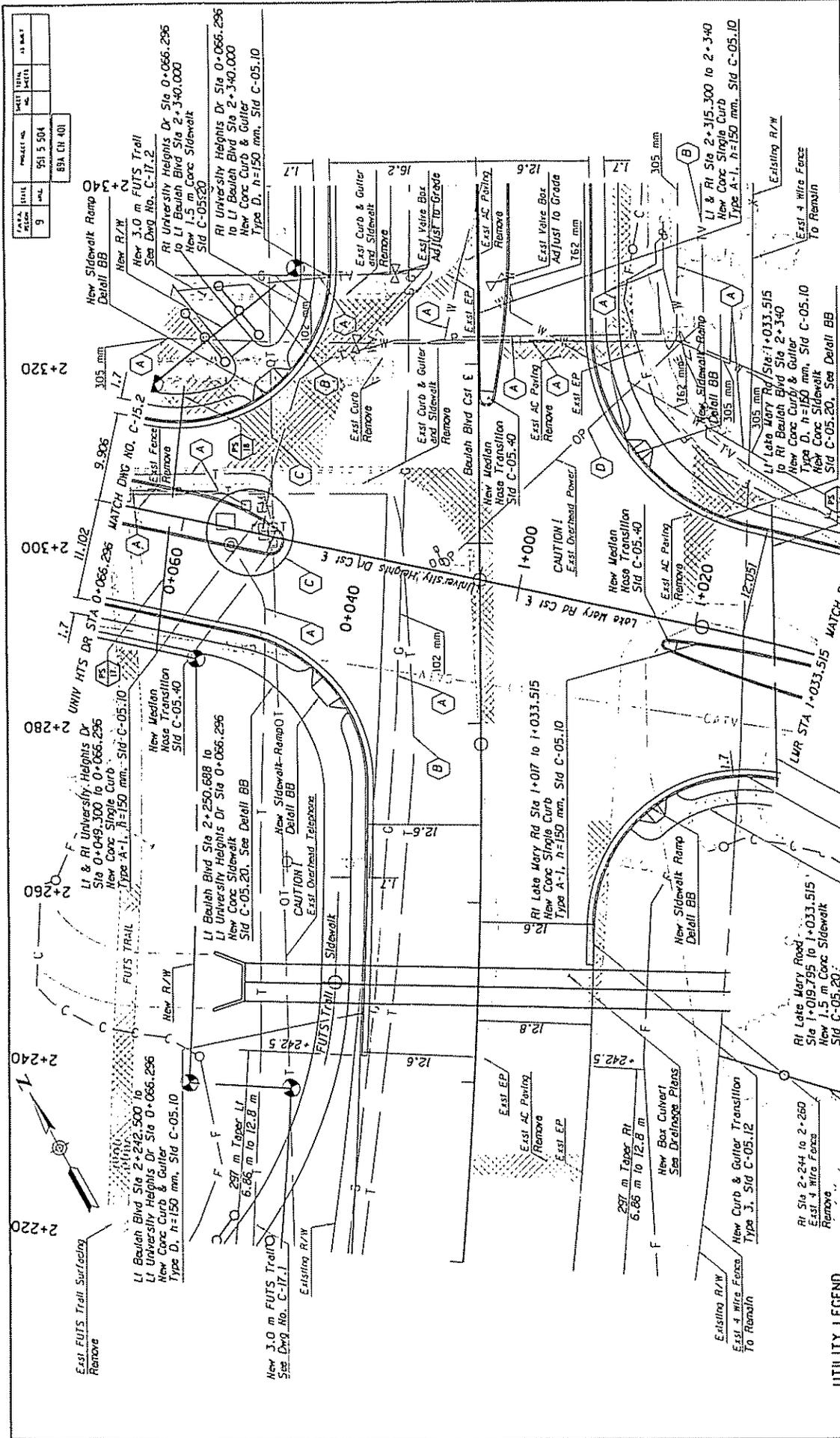


STATE OF MICHIGAN  
 JAMES J. O'CONNELL  
 LICENSE NO. C-1317  
 BEULAH BOULEVARD  
 PLAN SHEET  
 STA 2+220 TO 2+340  
 US89A LAKE MARY ROAD/BEULAH BLVD INTERSECTION  
 TRACS NO. H 5298 DIC  
 951 5 504

283-1100  
 1-800-STAKE-IT  
 CALL FOR THE BEST  
 SERVICE YOU CAN GET

NOTES:  
 1. All Dimensions are to Face of Curb or Edge of Pavement, whichever applies.  
 2. See Detail BB for Sidewalk and Sidewalk Ramp Geometry.  
 3. See Signaling Plans for Sign Removals.

UTILITY LEGEND  
 (A) To Remain In Service  
 (B) Abandon In Place  
 (C) Remove by Utility Company  
 (D) Remove by Contractor

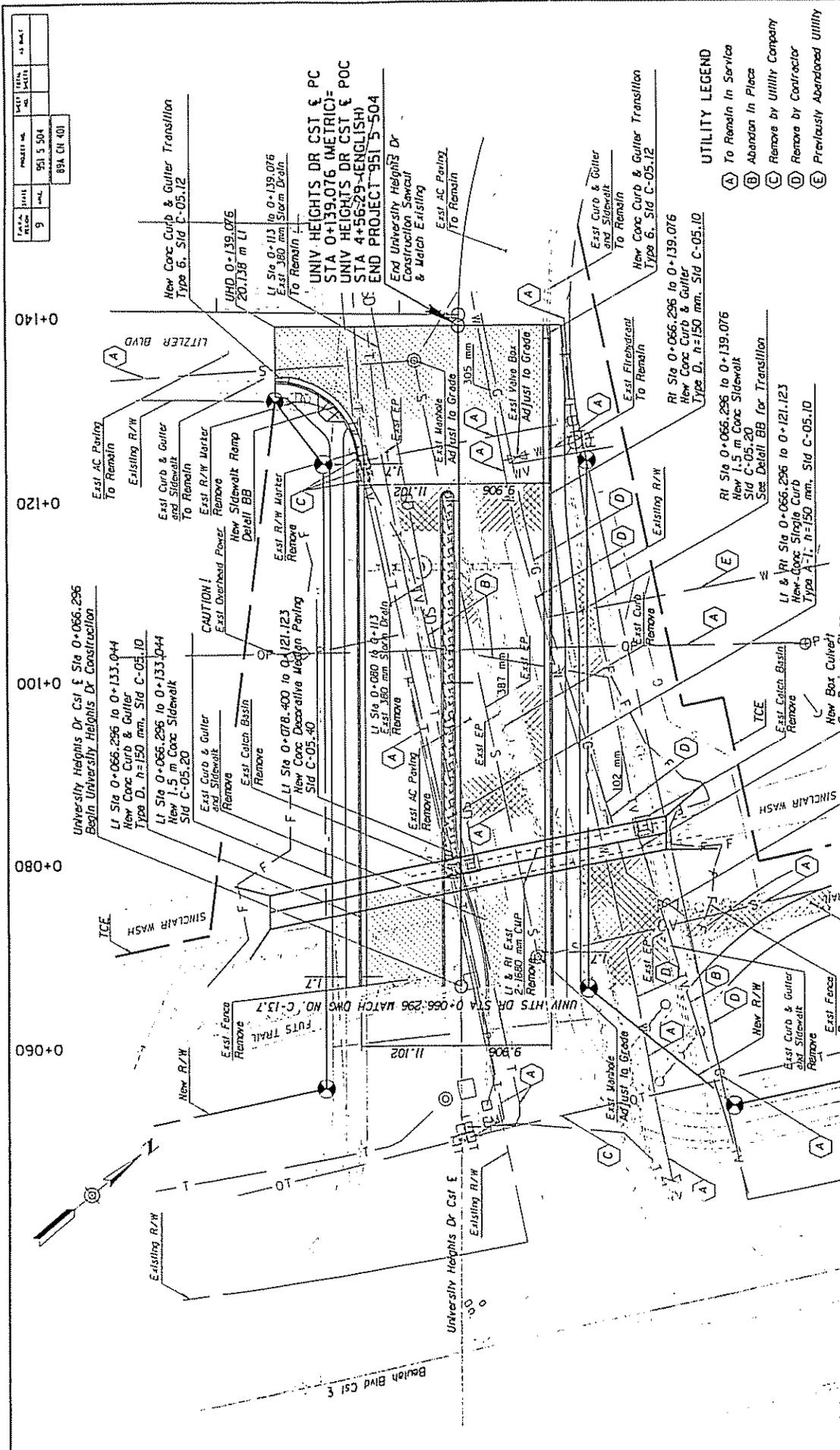


DATE	DESCRIPTION
9/15/04	ISSUED FOR PERMITS
9/15/04	ISSUED FOR BIDDING
9/15/04	ISSUED FOR CONSTRUCTION
9/15/04	ISSUED FOR AS-BUILT



DATE	BY	SCALE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
06/79	BCU	1" = 150'	951 5 504	9	13
06/79	BCU		89A CH 401		

ARIZONA DEPARTMENT OF TRANSPORTATION  
 INTERMODAL TRANSPORTATION DIVISION  
 UNIVERSITY HEIGHTS DRIVE  
 PLAN SHEET  
 STA 0+066.296 TO 0+139.249  
 US89A LAKE MARY ROAD/BEULAH BLVD INTERSECTION  
 TRACS NO. H 5298 OIC 951 5 504  
 49 OF 103



**UTILITY LEGEND**

- (A) To Remain In Service
- (B) Abandon In Place
- (C) Remove by Utility Company
- (D) Remove by Contractor
- (E) Previously Abandoned Utility

**NOTES:**

1. All Dimensions are to Face of Curb
2. See Details for Sidewalk and Sidewalk Ramp Geometry
3. For Sign Renovations See Signing Plans

NEW CONCRETE DECORATIVE MEDIUM PAVING



NEW SIGN RENOVATIONS SEE SIGNING PLANS



VIEW HAUCI

35



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085

JANET NAPOLITANO  
ATTORNEY GENERAL

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR99-0291TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED July 9, 1999.

JANET NAPOLITANO  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/77198

Enc.